

US EMBASSY DAKAR  
January 24<sup>th</sup>, 2014

Dear Prospective Quoter:

**SUBJECT:** Request for Quotations Number SSG20014Q0014 for legal services during real estate transaction

The Embassy of the United States of America invites you to submit a quotation for attorney services for a real estate transaction – The Caribeen Building purchase

Your proposal must be submitted in a sealed envelope marked "**SSG20014Q0014 – Legal service for real estate transaction - Quote Enclosed**" to:

US EMBASSY DAKAR  
**Contracting Officer, Reaz Mehdi**  
**GSO/ Procurement**  
Route des Almadies - Dakar

**On or before February 3<sup>rd</sup>, 2014 at 12.00 local time.** No offers will be accepted after that time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-18
2. Section A
3. Additional information as required in Section I.

Direct any questions regarding this solicitation to the Contracting Officer , Reaz Mehdi by letter. Question must be written in English and may be sent to this fax number 33879-4277 or to this electronic mail [mehdir@state.gov](mailto:mehdir@state.gov) not later than January 28<sup>th</sup>, 2014.

Sincerely,

Reaz Mehdi  
Contracting Officer

*[Insert SF 18*

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## SECTION A - PRICES

### A.1. VALUE ADDED TAX.

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

### A.2. CONTRACT TYPE

The Contractor shall perform all work required in Section B. This is a labor-hour purchase order. The hourly rates stated in this purchase order shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

### PRICES

	<u>Estimated Hours</u>	X	<u>Hourly Rate</u>	<u>Ceiling Price</u>
Attorney Services	_____		_____	_____

## **SECTION B – STATEMENT OF WORK**

### **B.1 INTRODUCTION**

The United States Government's Department of State requires legal services in Dakar/ Senegal to assist in the acquisition of real property.

Services required include: (1) assistance in negotiations; (2) contract drafting and revising; (3) property title searches and certifications; and (4) guidance in the acquisition process relating to the applicable laws in Dakar / Senegal.

### **B.2 SCOPE DESCRIPTION**

The selected attorney shall:

- 2.1 Review the draft Conditional Purchase Agreement and recommend revisions, if necessary, to conform to local law and protect the United States Government's interests. Should revisions be required, the attorney reviewing the draft Conditional Purchase Agreement should prepare a revised version of the agreement, together with a written explanation of the basis for making the revisions. The draft Conditional Purchase Agreement is included hereto as Attachment A.
- 2.2 Advise and assist the United States Government in applying for host government approval, if required; and exemptions of stamp duties, registration taxes, and other expenses to which the United States Government is entitled under the Vienna Convention on Diplomatic Relations.
- 2.3 Perform and submit Pre-purchase Certification(s) of the titles of property to be acquired, as outlined in Volume 15 of the U.S. Foreign Affairs Manual 432.4. (Attachment B). The Certification shall include, but is not limited to:
  - 2.3.1 Confirmation that the seller holds or can deliver free, clear, and unencumbered title to the property;
  - 2.3.2 Confirmation that the seller has all necessary government approvals for any construction on the property; and,
  - 2.3.3 Determine that the metes and bounds of the boundary survey conform to the recorded deed.
- 2.4 Review any applicable condominium or homeowner regulations for the property to be acquired and identify any restrictions or limitations to the interest of the United States Government in buying, owning, using, operating, modifying, and selling any property.
- 2.5 Perform a title search of a property to be acquired immediately before closing on a sale. The search must include, but is not limited to:
  - 2.5.1 Confirmation that the metes and bounds of the boundary survey still conforms to the appropriate deed;
  - 2.5.2 Confirmation that the seller is delivering free, clear, and unencumbered title to the property and has all necessary host government approvals to sell and transfer the property; and,
  - 2.5.3 Confirmation that any applicable condominium or homeowner regulations have not been altered to restrict or limit the interest of the United States Government.
- 2.6 Prepare and register all documents required for the formal transfer of the purchased interest in the subject property to the United States Government.

2.7 Prepare and submit Post-purchase Certification in accordance with Volume 15 of the Foreign Affairs Manual, Chapter 432.5. (Included in Attachment B)

2.8 Participate in related meetings and negotiations, as needed.

**B.3 DELIVERABLE SCHEDULE**

<b>Task No.</b>	<b>Deliverable</b>	<b>Estimated number of hours</b>	<b>Rate/ Hour (fcfa)</b>
3.1	Completion and submission of revised Conditional Purchase Agreement including explanations.  Due date for task completion : <b>10 business days following Notice to proceed</b>		
3.2	Perform and submit Pre-Purchase Certification – – of the property(ies) to be acquired.  Due date for task completion : <b>7 days or less following signing of purchase agreement</b>		
3.3	Review applicable condominium or homeowner regulations for property(ies) to be acquired.  Due Date for task completion : <b>10 business days or less following signing of purchase agreement</b>		
3.4	Perform final title search of the property to be acquired.  Due date for task completion : <b>1 day before Settlement/ Closing Date</b>		
3.5	Prepare and register all documents required for the formal transfer of the purchased interests in the subject property to the USG.  Due date for task completion : <b>As necessary, but no later than 5 business days following receipt of signature</b>		
3.6	Prepare and submit Post-Purchase Certification  Due date for task completion: <b>7 days following final registration of all documents</b>		

#### B.4 SUBMITTAL REQUIREMENTS

The following documents must be submitted to the Contracting Officer in order to be considered for this opportunity. The documents include:

- Pricing Proposal and Quote;
- Brochure or other documentation of the firm indicating its experience and expertise in real estate practices;
- Resumes for each attorney who will be assigned to the work; and,
- A recent sampling of other completed housing transactions.

#### B.5 ATTACHMENTS

- 5.1 Attachment A – Draft Conditional Purchase Agreement
- 5.2 Attachment B – Volume 15 of the U.S. Foreign Affairs Manual 432.4/5
  - Will be provided to winning offeror, as this information is not immediately pertinent to this bid.

## **SECTION C - INSPECTION AND ACCEPTANCE**

### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### **52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)**



## **SECTION D - DELIVERIES AND PERFORMANCE**

### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

### **52.242-15 STOP-WORK ORDER (AUG 1989)**

## SECTION E - CONTRACT ADMINISTRATION DATA

### E.1. CONTRACTING OFFICER'S REPRESENTATIVE.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **the General Service Officer**

### E.2 INVOICING AND PAYING INSTRUCTIONS

a. **The Contractor shall submit his invoice in the original and three copies to the designated billing address indicated in this contract.** The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed. If the amount billed is incorrect, the COR will, within seven days, request the Contractor to submit a revised invoice.

b. The Contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice should also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, he shall contact the COR.

c. Contractor shall mail the invoices to:

**US EMBASSY DAKAR**  
***Attn: Financial Management Center***  
***Route des Almadies***  
**Dakar - Senegal**

## **SECTION F - SPECIAL CONTRACT REQUIREMENTS**

### **F.1 PERMITS**

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract.

### **F.2 RELEASE OF INFORMATION**

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

## SECTION G - CLAUSES

G.1 The following clauses apply for all services provided under this contract.

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

52.204-7	CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2012)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (feb 2009)
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-17	RIGHTS IN DATA SPECIAL WORKS (JUN 1987)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS (AUG 2005)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-32	PERFORMANCE – BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1	DISPUTES (JUL 2002) ALT I (DEC 1991)
52.243-3	CHANGES – TIME AND MATERIALS OR LABOR HOURS (SEP 2000)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004) (ALT IV) (SEP 1996)
52.249-14	EXCUSABLE DELAY (APR 1984)

FAR CLAUSES PROVIDED IN FULL TEXT

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012) (DEVIATION)

(a) *Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the **SAM** database;

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of **SAM**.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT,

to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

FAR CLAUSES PROVIDED IN FULL TEXT

II. CLAUSES FROM DEPARTMENT OF STATE ACQUISITION REGULATION

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.



652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

## **SECTION H - LIST OF ATTACHMENTS**

The following documents are attached and made a part of this contract:

- Attachment A – Draft Conditional Purchase Agreement
- Attachment B – Volume 15 of the U.S. Foreign Affairs Manual 432.4/5
  - Will be provided to winning offeror.

### **Attachment A – Draft Conditional Purchase Agreement**

This Conditional Purchase Agreement (hereinafter the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2014, for and in consideration of the sum of One U.S. Dollar (\$1.00), receipt whereof is hereby acknowledged, by and between the United States of America, represented by \_\_\_\_\_ (name), \_\_\_\_\_ (position title) at the U. S. Embassy in \_\_\_\_\_, (“Purchaser”) and \_\_\_\_\_ (name, address), (“Seller”).

1. The Seller agrees to sell and the Purchaser agrees to buy, subject to these terms and conditions, the residence described in paragraph two below.
2. Property Description. \_\_\_\_\_ (include street address, property type, size (net and gross square feet or meters), description of buildings, number and type of rooms, and legal description (lot, block, section, cadastral reference or registration number), as set forth in the attached site plan (hereinafter the “Property”).
3. Price. The total purchase price is \_\_\_\_\_, which shall be paid by the Purchaser to the Seller [or the Sellers’ solicitor or representative depending on local law and practice] on the Settlement Date, defined below, upon receipt of fee simple title to and possession of the Property. The price payable above is in [local currency or USD as appropriate].
4. Settlement Date. Time is of the essence. The Seller and Purchaser agree to make full settlement on or before \_\_\_\_\_. If a longer period of time is required for the Purchaser to satisfy any of the conditions described below, Purchaser and Seller may agree in writing to extend the Settlement Date to allow sufficient time to satisfy the condition(s). The Seller agrees to give Purchaser vacant possession of the Property on the Settlement Date.
5. Damage or Loss. The risk of loss of, or damage to, the Property from fire, act of God, or any other cause remains with Seller until the execution and delivery of the Title documents and/or other documents that must be exchanged for title to be transferred in [host country] relating to the Property and the delivery of possession of the property to the Purchaser.
6. Conditions. The obligation to purchase assumed by the Purchaser by virtue of this Agreement is subject to the conditions set forth below. The Seller agrees to allow the Purchaser reasonable access to the Property to conduct inspections to satisfy these conditions.
  - A. Boundary Survey. The Purchaser shall be entitled to first obtain, within ninety (90) calendar days from the date of this Agreement, a survey of the property performed by a professional surveyor selected by the Purchaser, confirming, in the Purchaser’s sole opinion that the property is substantially in the size and shape as represented by the Seller and that there are no encroachments, easements, encumbrances or rights-of-way that inhibit, limit or affect its use.
  - B. Appraisals. The Purchaser shall be entitled to obtain, within ninety (90) calendar days from the date of this Agreement, two market value appraisals performed by professional(s) selected by the Purchaser that confirm that the purchase price does not exceed the fair market value of the Property.

C. Technical Assessment. The Purchaser shall be entitled to obtain, within ninety (90) consecutive days from the date of this Agreement, an assessment report performed by a professional selected by the purchaser, reporting the condition of the Property, including but not limited to geotechnical survey, architectural treatment, structural elements, mechanical systems, electrical systems, presence of friable asbestos, quality of construction and upkeep of the Property confirming that the Property is suitable for occupancy by the Purchaser. In the event this purchase is for a property under construction or to-be-built, the Purchaser requires notification of completion of progressive elements in the construction process [concrete work, electrical, plumbing, roofing, etc.] to enable the selected professional to complete timely inspections of each of those elements.

D. New/Unfinished Construction. Should this Agreement relate to the purchase of a Property the construction of which has not been completed, the following provisions shall apply:

- i) The Purchaser shall be permitted to conduct the assessment referred to in C above within fourteen (14) days of written notification being received from the Seller that the construction of the Property has been completed and that the certificates of compliance and fitness for occupancy and use have been issued.
- ii) All periods mentioned in this agreement are deemed to have commenced as at the date the written notification referred to in D (i) above.
- iii) Any faults or defects caused by bad workmanship or improper materials that may be identified by any professional carrying out the assessments on behalf of the Purchaser shall be forwarded to the Seller or the Seller's representative forthwith.
- iv) The Seller shall within a period of not more than fourteen days (14) from receipt of the notice referred to in D(iii) above or any other period as may be agreed to between the parties attend to the making good of such faults or defects.
- v) Should the Seller fail to meet his obligations under this clause then the Purchaser shall be entitled to either terminate this Agreement or obtain a quote as to the cost of the making good of such faults and defects and the Price stated in Article 3 shall be reduced by such cost ("Amended Price") and Settlement shall proceed on the basis of the Amended Price.
- vi) In the event that any dispute arises due to any matter mentioned in this clause the Purchaser shall always have the right to terminate this agreement without penalty.]

E. Title Search. The Purchaser shall be entitled to obtain, within ninety (90) consecutive days from the date of this Agreement, confirmation that the Seller possesses and can transfer good and marketable title to the Property, free of any restrictions or limitations.

F. Host Government Approvals. The Purchaser shall be entitled to obtain, within ninety (90) consecutive days from the date of this Agreement, all authorizations, approvals, permits and confirmations which, pursuant to the laws of the host country, are necessary for the Purchaser to obtain fee simple title to the Property on a tax-exempt basis as provided for in the Vienna Convention on Diplomatic Relations.

G. Final Departmental Approval. The U.S. Embassy/Consulate in \_\_\_\_\_ shall be entitled to obtain within ninety (90) consecutive days from the date of this Agreement, final approval from the Department of State's Director and Chief Operating Officer of its Office of Overseas Buildings Operations to proceed with the purchase of the Property.

H. Funding. The Purchaser shall be entitled to identify and obtain funding for the acquisition of the Property and secure internal approvals and support for the acquisition.

7. Default by Purchaser. Except as expressly provided in Sections 6, 7, 8 and 11, in the event of the failure of the Purchaser to complete this Contract, so long as Seller is not in default, all money paid by the Purchaser to the Seller shall be retained by the Seller as consideration, and all rights of the Purchaser under this Agreement shall terminate.

8. Default by Seller. In the event of the failure of the Seller to deliver vacant possession and ownership, or in the event of any default by the Seller, all money paid by the Purchaser to the Seller shall be returned by the Seller immediately upon demand or, at Purchaser's discretion, the Purchaser shall have the option to avail itself of any legal or equitable rights, including without limitation, the right of specific performance, which Purchaser may have at law or in equity. Failure to vacate and deliver the premises with promised improvements in place by the termination date in paragraph 4, will result in a penalty to the seller for every month (or portion thereof) thereafter of 2% of the purchase price and will entitle the USG to pursue legal satisfaction for breach of contract.

9. Title. The Property shall be sold free of encumbrances, mortgages, restrictions, limitations or other agreements affecting the land or building(s). The Seller guarantees that on the Settlement Date there will not exist before any local authority any lien, tax, or other federal tax or charge of any kind, any preventive or executive measures (embargo, attachment, prohibition on selling and taxing), or any other measure that curtails, diminishes, or limits free disposal of the Property). The Property shall be delivered free of any form of occupancy, tenancy, lessees, borrowers, squatters or any other unlawful possessor or holder. Title is to be good and marketable subject to easements, covenants, conditions and restrictions of record, if found to be acceptable to Purchaser; otherwise this Agreement shall be voidable at the option of the Purchaser. If, during the life of this Agreement any of the matters described in this paragraph adversely affect the Property or its value, the Seller shall undertake all procedures necessary or advisable to diligently resolve the problem within sixty (60) days at its cost, failing which the Purchaser shall have the right to terminate this Agreement without penalty.

10. Discharge of Mortgages. In keeping with clause 9 (as above), should the property be subject to one or more liens or mortgages to any lending institution or individual, the Purchaser agrees to accept from the seller a discharge of such mortgage provided that such document is in registerable form. The Seller agrees to comply with any requisition that may be raised by the Land Registry office with respect to the registration of such discharge and pay the registration fee due in respect of such discharge.

11. Representations. If any representation in this contract is untrue or incomplete on and as of the Settlement Date, Seller will be in default and Purchaser may terminate this contract and avail itself of all remedies provided in Section 8. All representations contained in this contract will survive closing.

12. Based upon the Vienna Convention on Diplomatic Relations, the Seller acknowledges that the Purchaser is exempt from the payment of all [list relevant property taxes and fees for which we have exemption, based on local counsel's opinion]. Given this, the Seller will attend to the payment of all such fees and taxes up to and including the date of settlement and should such fees and taxes be paid to a date beyond the date of settlement the Seller shall have no right to request nor will the Purchaser allow any pro rata adjustment in favor of the Seller.

13. Termination. If for any reason, the conditions listed in Article 6 have not been met to the Purchaser's satisfaction by the Settlement Date in Article 4, Purchaser shall notify Seller in writing and on the date of such notice, this Agreement shall terminate, and both parties shall be released from their respective obligations and neither shall have to pay the other any indemnification. However, as stated in Article 4, the parties may agree in writing to extend the Settlement Date to allow sufficient time to satisfy the condition(s).

14. Expenses and Fees. All appropriate fees and any other property charges assessed to the Seller under local law shall be borne by the Seller. Fees and any other property charges assessed to the Purchaser under local law from which the Purchaser is not exempt based upon the Vienna Convention, shall be borne by the Purchaser. Purchaser's agreement to be responsible for any taxes, costs, and fees do not constitute a waiver of any exemptions Purchaser is or may be entitled to under international or local law.

15. Assignability. This Agreement may not be assigned without the written consent of the Purchaser and the Seller.

16. Covenant. The Parties to this Agreement agree that it shall be binding upon them, and their heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the aforesaid Title/Transfer/Deed document, and shall not be merged therein; that this Agreement, unless amended in writing, contains the final and entire agreement between the parties hereto and that they shall not be bound by any previous conditions, oral statements, warranties or representations not herein contained. The words "Seller" and "Purchaser" as used in the Agreement shall include the plural as well as the singular and masculine as well as the feminine.

17. This Agreement shall be governed by the laws of the country in which the Property is located.

18. Seller's Certifications. In conjunction with the execution of this Agreement, the Seller has executed the Seller's Certification, attached hereto as Exhibit B.

19. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine or Email as follows:

To Purchaser at:

To Seller at:

Telephone _____	Telephone _____
Facsimile _____	Facsimile _____
Email _____	Email _____

This provision does not apply to service of judicial process upon the Purchaser, which must be made through diplomatic channels or otherwise in accordance with international law.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement through their duly empowered legal representatives:

SELLER:

PURCHASER:

The United States of America

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

[Add block for notary signature, if needed]

**EXHIBIT A**

Reserved

## EXHIBIT B

### SELLER'S CERTIFICATION

1. Officials not to benefit. No member of or delegate to the U.S. Congress, or resident U.S. commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it.
2. The right of the Seller to proceed may be terminated by written notice if, after notice and hearing, the Secretary of State of the U.S. Department of State or a designee determines that the Seller, its agent, or another representative:
  - A. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the United States Government; and
  - B. Intended, by the gratuity, to obtain a contract of favorable treatment under a contract.
3. The facts supporting this determination may be reviewed by any court having lawful jurisdiction. If this contract is terminated, the United States Government is entitled to pursue the same remedies as in a breach of the contract. The rights and remedies of the United States Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
4. Covenant against contingent fees. The Seller warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except for a bona fide employee or agency. For breach or violation of this warranty, the U.S. Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
5. As used in this article:
  - A. "Bona fide agency" means an established commercial or selling agency, used or maintained by the seller for the purpose of securing business that neither exerts nor proposes to exert improper influence to solicit or obtain U.S. Government contracts nor holds itself out as being able to obtain any U.S. Government contract or contracts through improper influence.
  - B. "Bona fide employee" means a person, employed by the Seller and subject to the Seller's supervision and control as to time, place, and manner of performance who neither exerts nor proposes to exert improper influence to solicit or obtain U.S. Government contracts nor holds itself out as being able to obtain any U.S. Government contract or contracts through improper influence.
  - C. "Improper influence" means any influence that induces or tends to induce a U.S. Government employee or offer to give consideration to act regarding a U.S. Government contract on any basis other than the merits of the matter.
6. Certification and disclosure regarding payment to influence certain federal transactions.

The Seller, by signing this Agreement, hereby certifies to the best of its knowledge and belief that on or after December 23, 1989:

- A. No appropriated funds of the United States Government have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the U.S. Government, a Member of the United States Congress, an employee of a Member of Congress, or an officer or employee of the U.S. Congress, on the Seller's behalf in connection with the award of any United States



Government contract (including this Agreement), or the extension, continuation, renewal, amendment or modification of any such contract or agreement.

B. If any funds other than the United States Government appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency of the U.S. Government, a Member of the United States Congress, an employee of a Member of Congress, or an officer or employee of the U.S. Congress, on the Seller's behalf in connection with this Agreement, the Seller shall complete and submit to the contracting officer, prior to the execution of the Agreement, OMB standard form LLL, Disclosure of Lobbying Activities; and

C. The Seller will include the language of this certification in any contract awarded by Seller to fulfill Seller's obligations under this Agreement that exceeds \$100,000, and will require that all recipients of such contract award shall certify and disclose accordingly.

7. Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the Disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed:

\_\_\_\_\_  
Seller

Date: \_\_\_\_\_

## SECTION I - INSTRUCTION ON HOW TO SUBMIT A QUOTATION

### I.1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B.

#### Summary of Instructions

Each quotation must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u># of Copies</u>
1	Executed Standard Form 18 and Completed Section A	1
2	Management Information	2

Submit the complete quotation to the address on SF 18.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

1. Volume 1 shall contain complete pricing schedules as identified in Section A, including an hourly rate of professional hours, travel expenses, overhead, G&A, profit, subcontractor costs, reproduction costs and all other costs related to the services required to perform the work described in Section B of this request for quotations.

2. Volume 2 shall include information demonstrating the quoter's ability to perform including the following:

List of **clients over the past 03 years**, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Senegal then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

1. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
2. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided
3. The offeror's strategic plan for legal services during real estate transaction – Le Caribeen Building purchase, services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (c) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

I.2 Submit the complete quotation to the address indicated on the solicitation cover page, if mailed, or the address set forth below, if hand delivered.

**US EMBASSY DAKAR**  
**GSO/PROCUREMENT**  
**ATTN : Contracting Officer – Reaz Mehdi**  
**Routes des almadies**  
**Dakar – Senegal**

Quotations submitted after the due date and time indicated on the SF-18 cover sheet may not be considered.

**I.3 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as Yahoo, Infoseek, Alta Vista, etc.) to obtain the latest location of the most current FAR.

52.214-34 Submission of Offers in the English Language (APR 1991)  
52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004)

### I-3 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor-Hour purchase order resulting from this solicitation.

#### 52.233-2 SERVICE OF PROTEST (SEPT 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ***Contracting Officer , GSO/Procurement Office , Route des Almadies , DAKAR.***

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### I-4 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past **02** years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

## **SECTION J – EVALUATION CRITERIA**

J.1 Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The lowest price will be determined by evaluating the hourly rate given in Section A of this solicitation. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

J.2 The following FAR provision is provided in full text:

### **FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

### **J.3 SEPARATE CHARGES**

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

### **K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship;

☐ Partnership;

☐ Corporate Entity (not tax exempt);

☐ Corporate Entity (tax exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

## **K.2 52.204-8 Annual Representations and Certifications. (DEC 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541110.

(2) The small business size standard is \$7 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).



(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

\_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (vi) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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_____	_____	_____	_____
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.3. **AUTHORIZED CONTRACT ADMINISTRATOR** - If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>.]**

**K.4. 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)**

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____  Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____  Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of *Senegal*

- Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

**K.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—  
CERTIFICATION (AUG 2009)**

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

**K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.7. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)**

(a) *Definitions.*

“Person”—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702](#)(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements*. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)